

**CHIEF INDUSTRIES, INC  
AGRI/INDUSTRIAL DIVISION**

**STANDARD LIMITED  
LEMANCO® PRODUCTS  
AND ACCESSORY WARRANTY**

**1. WHAT IS COVERED BY THIS STANDARD LIMITED WARRANTY**

If you are the original retail purchaser of a Chief Manufactured LEMANCO® Product or Accessory Item (collectively "LEMANCO® Products"), Chief Industries, Inc. expressly warrants to you that the portions of your LEMANCO® Products manufactured by Chief Industries, Inc. were, on the date of delivery to you, free from defects in the composition of material, Chief workmanship and design.

**2. DURATION OF THIS STANDARD LIMITED WARRANTY AND NOTICE REQUIREMENTS**

This Standard Limited Warranty is applicable under normal use and service to defects which become evident within a period of one (1) year from date of delivery of your LEMANCO® Products to you and which are reported in writing to Chief Industries within 30 days of discovery of the defect. In any event, Chief's obligations under this Standard Limited Warranty shall expire thirteen (13) months from the invoice date.

In order to obtain warranty service, simply contact Chief Industries in writing with the following information: (1) Your name; (2) Location of the product; (3) Dealer name; (4) Description of problem; (5) Any pertinent information; (6) Date of purchase. No claim will be processed until all of this information has been received in writing by Chief Industries. For warranty service, contact Chief Industries, Inc., Agri/Industrial Division, Customer Service Department, and P.O. Box 848, Kearney, NE 68848.

**3. CHIEF'S OBLIGATIONS**

By purchasing your LEMANCO® Product subject to this Standard Limited Warranty, you and Chief Industries expressly agree to an allocation of the risks of product failure between you and Chief Industries. This allocation is recognized by both parties and is reflected in the price of the LEMANCO® Product.

**4. REMEDIES AVAILABLE FROM CHIEF**

If a defect in your LEMANCO® Product is covered by this limited warranty, Chief Industries will supply replacement parts F.O.B. Chief Industries, Kearney, Nebraska.

**5. REMEDIES NOT AVAILABLE FROM CHIEF**

The obligations stated in the preceding paragraph are the SOLE AND EXCLUSIVE REMEDIES available from Chief Industries in the event of problems with your LEMANCO® Product. Chief Industries will not be liable for the costs of dismantling defective parts or installing replacement parts, including labor costs, and Chief Industries will not be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory.

## **6. WHAT IS NOT COVERED BY THIS STANDARD LIMITED WARRANTY**

This Standard Limited Warranty does not cover:

- (a) Products, components, equipment, accessories, or parts manufactured by someone other than Chief Industries.
- (b) Damage or loss during shipment or erection of a covered LEMANCO® Product.
- (c) Damage or loss caused by the erector or his agents.
- (d) Damage or loss caused, in whole or in part, by inadequate or improper site selection, inadequate or improper site preparation, inadequate or improper foundation, or any other failure to provide a suitable erection or installation environment for or a suitable erection or installation of the LEMANCO® Product, equipment, accessories or parts used in conjunction with the LEMANCO® Product.
- (e) Damage or loss caused, in whole or in part, by use of the LEMANCO® Product for purposes other than those for which it was designed.
- (f) Damage or loss caused, in whole or in part, by unauthorized attachments, modifications, or alterations of the LEMANCO® Product.
- (g) Damage or loss caused, in whole or in part, by improper or inadequate maintenance, misuse, or abuse of the LEMANCO® Product.

## **7. NO OTHER WARRANTIES**

(1) Complete and Exclusive Agreement: THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND CHIEF INDUSTRIES, INC., CONCERNING THE ALLOCATION OF THE RISKS OF DAMAGE OR LOSS ARISING FROM COMPONENT FAILURE. It supersedes all prior agreements, whether written or oral, and all other communications between you and Chief concerning the allocation of those risks. No employee of Chief Industries, Inc., or any other person, including Authorized Dealers and any other person authorized to sell Chief manufactured bin components and accessories, has any authority to make any representations,

## **8. ALLOCATION OF RISKS**

THIS AGREEMENT ALLOCATES THE RISKS OF DAMAGE OR LOSS ARISING FROM PRODUCT FAILURE BETWEEN CHIEF INDUSTRIES, INC., AND PURCHASER. THIS ALLOCATION IS RECOGNIZED BY BOTH PARTIES AND WAS REFLECTED IN THE PURCHASE PRICE OF THE GOODS.

**AGRI/INDUSTRIAL DIVISION**

CHIEF INDUSTRIES, INC.

P. O. BOX 848

KEARNEY, NEBRASKA 68848

BY: \_\_\_\_\_

*Agri /Industrial Division President*

DATE: \_\_\_\_\_

\_\_\_\_\_  
*Purchaser's Signature*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Purchaser's Name*

\_\_\_\_\_  
*Purchaser's Address*

Invoice Date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Dealer: \_\_\_\_\_

Customer: \_\_\_\_\_

Customer Address: \_\_\_\_\_

